


# MEMORANDUM

GOE

AGENDA ITEM NO. 2 (C)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members Board of County Commissioners

DATE: **September 16, 2003**

FROM: George M. Burgess  
County Manager 

SUBJECT: Resolution Ratifying the County Manager's Action in Executing Amendment Number Two to Contract AQ 166 with the Florida Department of Environmental Protection

## RECOMMENDATION

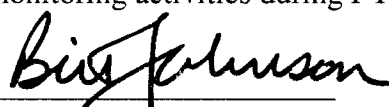
It is recommended that the Board ratify the County Manager's action in executing Amendment Number Two to Contract Agreement No. AQ 166 with the Florida Department of Environmental Protection (FDEP). The subject amendment provides Miami-Dade County with \$345,589 during FY04 for delegated activities associated with the County's Air Pollution Control Program. This is the second amendment to the Agreement, which began upon execution on September 24, 2001 and shall end September 30, 2004, inclusive; and may be renewed for up to two additional one-year periods. There is no requirement for matching funds from the County.

It was necessary to execute this agreement prior to formal Board approval because the amendment was not received from the FDEP until August 18, 2003, which precluded its placement on an agenda prior to the FY04 funding period.

## BACKGROUND

Title V of the Federal Clean Air Act mandates the establishment of state or local permitting programs to ensure that major facilities that emit air pollutants submit applications for permits, and identify methods of controlling said pollutants. The Act also mandates that those facilities subject to Title V pay sufficient fees to cover all costs of implementing the various program elements, including the aforementioned permitting, inspection, and air monitoring activities.

The Florida Department of Environmental Protection is the lead agency in the State for enacting and enforcing regulations pursuant to the provisions of the Clean Air Act. FDEP has delegated most of their air pollution control program activities to local agencies, such as DERM, with whom they have contracted since 1993. The Board authorized execution of Contract Agreement Number AQ 166 on September 11, 2001 through Resolution No. R-956-01. The Agreement is amended annually to reflect appropriated funding amounts and to make modifications, if any, to the Agreement provisions and Scope of Services attachment. Amendment Number Two of the subject Agreement provides \$345,589 to the DERM Air Pollution Control Program for performing specific source related permitting, inspection, and monitoring activities during FY 04.

  
Assistant County Manager

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# MEMORANDUM

(Revised)

**TO:** Honorable Chairperson and Members  
Board of County Commissioners

**DATE:** October 7, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 16(A)(22)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 16(A)(22)

Veto \_\_\_\_\_

10-7-03

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING THE COUNTY  
MANAGER'S ACTION IN EXECUTING AMENDMENT  
NUMBER TWO TO CONTRACT AGREEMENT  
NUMBER AQ 166 WITH THE FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
TO SUPPORT THE AIR POLLUTION CONTROL  
PROGRAM IN MIAMI-DADE COUNTY; AND  
AUTHORIZING THE COUNTY MANAGER TO  
EXERCISE PROVISIONS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, at the County Commission meeting of July 10, 2003 this Board adopted Resolution No. R-805-03 which authorized the County Manager to administer County business during the period of July 25, 2003 and conclude August 22, 2003 [Agenda Item No. 11(A)(1)]; such actions(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and be submitted to the Board for ratification at the County Commission meeting of October 7, 2003,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Manager's action of executing Amendment Number Two to Contract Agreement Number AQ 166 with the Florida Department of Environmental Protection (FDEP) to provide Miami-Dade County with \$345,589 in funds for delegated air pollution control activities, in

substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, Florida, to exercise cancellations provisions contained therein; and to exercise any necessary amendments for time extension or for additional funding provided by the Florida Department of Environmental Protection.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. *PST*  
Peter S. Tell *4*



Jeb Bush  
Governor

# Department of Environmental Protection

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

David B. Struhs  
Secretary

August 15, 2003

Mr. H. Patrick Wong, Chief  
Air Quality Management Division  
Miami-Dade County Department of Environmental  
Resources Management  
33 Southwest Second Avenue, Suite 900  
Miami, Florida 33130-1540

RECEIVED  
AUG 18 2003  
Office of Administrative Services  
DERM  
RECEPTION DESK

RE: DEP Contract No. AQ166  
Title V Funding Amendment

Dear Patrick:

Enclosed are two original contract amendments for AQ166, Contract for Title V Funding. Please have both amendments signed by Miami-Dade County's authorized representative and return both originals to me for the Department's signatures. If you have any questions, please call me at (850)921-9505

Sincerely,

Patty Adams  
Project Manager  
Bureau of Air Regulation

/pa

Enclosure

"More Protection, Less Process"

Printed on recycled paper.

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DEP CONTRACT NO. AQ166  
AMENDMENT NO. 2

THIS AGREEMENT as entered into on the 24<sup>th</sup> day of September, 2001, and amended on the 25<sup>th</sup> day of September, 2002, between the STATE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the MIAMI-DADE COUNTY (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, funding provided for this Agreement as described in the Special Audit Requirements attachment needs to be updated to correctly reflect the funding mix by State fiscal year; and,

WHEREAS, the parties hereto desire to continue the work described under this Agreement for an additional Service Period; and,

WHEREAS, additional funding is needed to continue the work for the additional Service Period; and,

WHEREAS, in order to reflect the above referenced changes, and to include the most current Special Audit Requirements, Attachment D needs to be replaced in its entirety; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

- As of January 7, 2003, all references in this Agreement to the State Comptroller and the Department of Banking and Finance shall hereinafter be referred to as the State Chief Financial Officer and the Department of Financial Services, respectively. All references to the website for the State Comptroller's Voucher Processing Handbook shall hereinafter be referred to as the Department of Financial Services' Reference Guide for State Expenditures at [www.dbf.state.fl.us/aadir/reference\\_guide](http://www.dbf.state.fl.us/aadir/reference_guide).
- In accordance with Paragraph 6, which allows for the inclusion of additional services and funding for each additional year of the Agreement, the maximum compensation amount of the Agreement is hereby increased from \$691,178 to \$1,036,767 (an increase of \$345,589) to provide funding for the Third Service Period which shall begin upon execution of Amendment No. 2 or October 1, 2003 (whichever is later) and end September 30, 2004.
- Paragraph 7, items B.i. and B.ii. are hereby modified, respectively, to read as follows:
  - i. Fringe Benefits – Shall be calculated at 25.5% of salaries.
  - ii. Indirect – Shall be calculated at 9.49% of salaries.
  - iii. Department Overhead – Shall be calculated at 41.1% of salaries.
- Paragraph 16. B., is hereby modified to read as follows:

In addition to the provisions contained in paragraph 16.A. above, the Contractor shall comply with the applicable provisions contained in Attachment D-1, Revised Special Audit Requirements. A revised copy of Attachment D-1, Exhibit-1, must be provided to the Contractor with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Contractor in complying with the requirements of Attachment D-1. If the Contractor fails to receive a revised copy of Attachment D-1, Exhibit-1, the Contractor shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

- Paragraph 17 is hereby revised to remove Mr. Clair Fancy as one of the Department's Project Managers for this Agreement.
- **Attachment A-2**, Scope of Services – Third Service Period, is hereby added to the Agreement. All references in the Agreement to Attachments A and A-1 are hereby revised to read Attachments A, A-1 and A-2, as appropriate.
- Attachment D, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment D-1**, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment D shall hereinafter refer to **Attachment D-1**.

In all other respects, the Agreement of which this is an Amendment and attachments relative thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

MIAMI-DADE COUNTY

STATE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

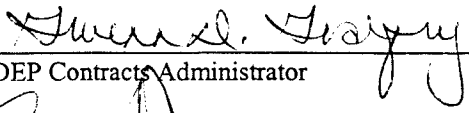
By: \_\_\_\_\_  
Contractor's Authorized Signatory\*

By: \_\_\_\_\_  
Director, Division of Air Resource  
Management or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Patty Adams, DEP Contract Manager

  
\_\_\_\_\_  
DEP Contracts Administrator

Approved as to form and legality:

  
\_\_\_\_\_  
DEP Attorney

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign on behalf of the Grantee must accompany the amendment.

List of attachments included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Scope of Services – Third Service Period (2 Pages)
Attachment	D-1	Revised Special Audit Requirements (5 Pages)



## ATTACHMENT A-2

### SCOPE OF SERVICES – THIRD SERVICE PERIOD

Service Period: Execution of Amendment No. 2 or October 1, 2003 (whichever is later) – September 30, 2004

#### Specific Contractor Responsibilities:

The Contractor will perform work on the Title V program, and implement the compliance and enforcement aspects of the area source general permitting program, which shall consist of the following elements to the extent that they are reasonably related to the regulation of major stationary and area sources, and to the extent that they are in accordance with the existing General Operating Agreement, Section 403.061, Florida Statutes, and, if applicable, a Specific Operating Agreement.

1. Review and act upon air operating permit applications for Title V sources consistent with the time requirements set by Chapter 62-213, F.A.C.
2. Implement and enforce the terms of any such operating permit. Assume the enforcement lead for violations of federal and state air pollution regulations within the county. The Title V annual emissions fees may be used to pay for costs associated with an enforcement action prior to filing of an administrative or judicial complaint or order. Enter the compliance assurance data for Title V sources in the Air Resources Management System (ARMS) by the 10<sup>th</sup> of the following month.
3. Conduct compliance assurance activities in conformance with EPA guidance. This will include a full compliance evaluation of every Title V source on a biennial basis. The Title V annual emissions fees may be used to pay for the development and implementation of electronic hardware and software such as EASIIR.
4. Prepare, or assist the Department in preparation of, generally applicable regulations or guidance.
5. Perform modeling, analyses and demonstrations for Title V sources.
6. Prepare inventories of pollutant emissions from Title V sources.
7. Distribute information and identify the Department's Division of Air Resources Management as the point contact for the Small Business Assistance Program.
8. Account for expenditures in such a way as to enable an audit to ascertain whether the Title V annual emissions fees are used solely to support reasonable direct and indirect costs of the Title V permit program. An audit shall be performed every two (2) years from October 31, 2001; however, an audit may be done at an earlier time. The Contractor shall maintain a cost accumulator system to account for cost by program components such as permitting and compliance.
9. The local program is prohibited from collecting additional fees attributable to such services it performs in the implementation of the Title V program.
10. Title V sources are to submit annual emissions fees and forms directly to the Department's Tallahassee office. The Department shall provide a copy of the completed fee forms to the Contractor if requested.
11. Perform all work related to this program in accordance with guidance issued by the Department's Division of Air Resource Management.
12. Coordinate with the Department in identifying Title V sources and making preliminary determinations of Title V source applicability.

13. Provide at least one (1) FTE of effort responsible for the review and data entry into ARMS of the inventory portion of permit application data and Annual Operating Reports. This includes quality control of the EPSAP-to-ARMS upload process or such other electronic uploads to the current department database that may be in effect at the time and providing technical assistance and training to other staff on ARMS usage.
14. The Contractor shall provide for the implementation and monitoring of Section 62-213.300, F.A.C., Title V General Permits, and shall respond to all complaints and requests for technical assistance concerning the program. The Contractor shall coordinate program activities with the Department and shall comply with the following procedural directives and policies established or provided by Department Headquarters' staff:
  - (a) The Contractor shall during the service period for this Agreement: (1) conduct a compliance inspection of each facility in the county operating with a Title V general permit, (2) conduct follow-up inspections to ensure compliance issues are appropriately resolved, (3) conduct a compliance inspection of any unpermitted facility in the county brought to the attention of the Contractor by the Department or other agency or individual, and (4) conduct, during the normal course of business required in the county under this Agreement and as resources permit, a search for unpermitted facilities and perform a compliance inspection of any such facility. During compliance inspections for each facility, the inspector will obtain all appropriate information to assure the notification and facility information is accurate and appropriately certified by the responsible official. The inspector shall complete the Department approved Compliance Inspection Checklists during each inspection.
  - (b) Upon completion of each compliance inspection, the Contractor's compliance inspector shall: (1) complete the Department approved Inspection Summary Report outlining the results of the inspection and shall leave a copy with the facility's responsible official, (2) be responsible for the data entry of inspection results and Annual Compliance Certification Forms/Statements of Compliance into the Area Source General Permit (ASGP) program database, (3) be responsible for the data entry of violations into ARMS, (4) notify the Department's Title V General Permit office in writing or by e-mail of a facility change in the active/inactive status based on the inspection results, and (5) be responsible for submitting notification/registration forms received by the Contractor to the Department within 3 days of receipt.
  - (c) The Department's Title V General Permit office shall be responsible for: (1) maintaining the active/inactive facility status in ARMS and ASGP, (2) annual emission fee invoicing and fee data input in ARMS, (3) Title V area source permit renewals, and (4) entry of initial notification information into ARMS and ASGP.
  - (d) The Contractor shall comply with the Department's General Air Penalty Guideline Appendix, Enforcement Manual. In accordance with the guidelines, the Contractor shall submit to the Title V General Permitting Office no later than the 20<sup>th</sup> of the following month, compliance plans and associated milestone updates received during the month from each facility in the county, where applicable.

**ESTIMATED BUDGET**

Salaries	\$184,159
Fringe Benefits	46,961
Expenses	21,303
Indirect	17,477
Overhead	75,689

**TOTAL                    \$345,589**

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**ATTACHMENT D-1  
REVISED SPECIAL AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

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## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://sun6.dms.state.fl.us/fsaa/catalog.htm> or the Governor's Office of Policy and Budget website located at <http://www.eog.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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# EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Air Pollution Control Trust Fund - GAA Line Item 1871	2001-2002	37043	Delegated Title V Air Pollution Control Activities	\$345,589.00	030000
Amendment No. 1	Air Pollution Control Trust Fund - GAA Line Item 1904	2002-2003	37043	Delegated Title V Air Pollution Control Activities	\$345,589.00	030000
Amendment No. 2	Air Pollution Control Trust Fund - GAA Line Item 1904	2002-2003	37043	Delegated Title V Air Pollution Control Activities	(\$64,907.00)	030000
Amendment No. 2	Air Pollution Control Trust Fund - GAA Line Item 1734	2003-2004	37043	Delegated Title V Air Pollution Control Activities	\$410,496.00	030000
Total Award					\$1,036,767.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://aspe.os.dhhs.gov/cfda] and/or the Florida Catalog of State Financial Assistance (CSFA) [http://sun6.dms.state.fl.us/fsaa/catalog.htm]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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